

**MEMORANDUM OF AGREEMENT BETWEEN
EASTERN SIERRA COMMUNITY HOUSING
AND CALIFORNIA INDIAN LEGAL SERVICES**

This MEMORANDUM OF AGREEMENT (the "Agreement") is entered into by EASTERN SIERRA COMMUNITY HOUSING ("ESCH"), a non-profit corporation with administrative offices in Mammoth Lakes, California, and CALIFORNIA INDIAN LEGAL SERVICES ("CILS"), a non-profit corporation with a field office at 873 N. Main Street, Suite 120, Bishop, California and the principal office at 106 K Street, Suite 300 Sacramento, CA 95814. Collectively ESCH and CILS will be referred to as the "Parties."

RECITALS

A. WHEREAS, ESCH is a non-profit whose mission is to tackle the affordable housing problem facing Eastern Sierra communities, in part by providing rental counseling and homelessness prevention services (e.g., budgeting, employment searches, and government benefits and community support linkages) to lower income individuals and households as they seek stable, affordable housing;

B. WHEREAS, CILS is an experienced non-profit qualified legal services provider that provides legal services related to housing law, such as eviction defense, provision of reasonable accommodations to disabled tenants, ensuring the habitability of tenant housing, and other related services; and

C. WHEREAS, the Parties acknowledge significant overlap in the clients served by their organizations and seek to partner in providing legal services and assistance to individuals who are at risk of displacement and/or homelessness;

NOW THEREFORE, in consideration of the recitals thereof, other mutual covenants set forth below, and other valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

Section 1. Scope of Services. ESCH, with limited funding, agrees to refer ESCH eligible individuals who are facing legal problems or issues with obtaining, retaining, or stabilizing their housing to CILS for legal services, the scope of which is further outlined in Exhibit A attached hereto and incorporated herein. Notwithstanding, the scope of services hereunder may be limited by ESCH at any time upon fifteen (15) days' written notice to CILS.

Section 2. Eligibility for Services. The Parties seek to partner in providing legal services and assistance to lower income individuals who further qualify as eligible recipients under one (1) or more of the grant programs administered by ESCH, as enumerated in Exhibit B attached hereto and incorporated herein. CILS agrees to evaluate and determine if individuals are eligible for legal services under this Agreement pursuant to one or more of the funding sources listed in Ex. B. ESCH agrees to refer all potentially eligible clients to CILS for evaluation and determination of eligibility.

Section 3. Acknowledgement of Condition Precedent. The Parties acknowledge that the effectiveness of this Agreement is contingent upon the availability of and ESCH's receipt of funding from the following funding source: Mono County Department of Social Services (CDSS). If ESCH fails to receive this funding from Mono County Department of Social Services, this Agreement shall become null and void.

Section 4. Term of Agreement. This Agreement is to be effective at the date of execution by both Parties, but upon execution shall be retroactive to March 1, 2025. This Agreement shall remain in full force and effect until the earliest of the following occurs: (a) termination by either of the Parties pursuant to Section 5 below; (b) when the total billing reaches Twenty-Five Thousand Six Hundred Twenty-One Dollars (\$25,621.00); (c) the occurrence of the contingency in Section 3 above; or (d) June 30, 2026.

Extension of Term Permitted. Notwithstanding the foregoing, if ESCH secures additional funding from the same or additional funding source(s), the Parties may agree to extend the term of this Agreement and increase the maximum billings hereunder by execution of a written amendment hereto.

Section 5. Termination. Upon thirty (30) days prior written notice to the other Party, this Agreement may be terminated:

a. By ESCH, with or without cause. If ESCH terminates this Agreement, ESCH agrees to pay any invoices for work already performed by CILS prior to termination date within thirty (30) days of receipt of the monthly statement submitted by CILS pursuant to Section 7 below; or

b. By CILS, with or without cause, so long as the termination is consistent with the professional obligations of the attorney(s) at CILS.

Section 6. Reimbursement Rates. As compensation for the services outlined in Section 1 above, CILS shall receive fees at the rate of \$200.00 per hour for senior/directing attorneys, \$175.00 per hour for staff attorneys, \$100.00 per hour for legal advocates (J.D. degree) and \$75.00 per hour for law

clerks and paralegals. Such compensation shall cover all general operating expenses of CILS, including clerical services. CILS shall additionally be entitled to reimbursement for other direct costs such as travel (at the Federal GAA rate).

Section 7. Invoices. CILS shall submit to ESCH a monthly statement, summarizing the services rendered while maintaining client confidentiality, costs and expenses incurred, and the disbursements for which reimbursement is sought

a. Prompt Payment. ESCH shall pay all bills within 30 days, and it shall promptly notify CILS of any erroneous or disputed fees or expenses. In the event that ESCH fails to make payment after 30 days of receipt of CILS' bill, CILS shall have the right to discontinue rendering further services to the individuals referred to CILS by ESCH until the amount of such billing is paid in full or other payment arrangements have been made.

b. Maximum Billings. The maximum billing under this Agreement for all costs and services will be Twenty-Five Thousand Six Hundred Twenty-One Dollars (\$25,621.00). CILS agrees and acknowledges that ESCH shall have no liability for services provided by CILS under this agreement in excess of the maximum billing amount under this Agreement (as such may be amended in writing executed by both parties).

i. Additional Funding. If ESCH secures additional funding from the same or additional funding source(s), the Parties may agree to increase the maximum billings hereunder by execution of a written amendment hereto.

Section 8. Reporting Requirements. On a quarterly basis, CILS shall submit program reports detailing quarterly activities, the number of cases opened and closed, and accomplishments in support of this Agreement.

Section 9. Independent Contractor. It is understood that CILS shall be an independent contractor, and that no individual attorney, nor CILS, shall be an employee of ESCH, nor shall they be entitled to receive any benefit to which employees are entitled by virtue of their employment with ESCH. Except as otherwise expressly provided herein, ESCH shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by CILS in order to perform services under this Agreement.

Section 10. Indemnification. Each Party ("Indemnitor") shall indemnify and hold the other Party ("Indemnatee") harmless from and against any and all claims, suits, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from any claim or action against Indemnatee for damages sustained by any third person or persons, or on account of damaged property of

any third person, including loss of use thereof, in any way related to or arising out of any act or omission by Indemnitor. Such indemnity shall extend to all claims and the like, whether caused, claimed to be caused, or contributed in part by Indemnitee or its officers, employees, representatives, or agents, except to the extent Indemnitee's act or omission constitutes either an unexcused breach of this Agreement, gross negligence or willful misconduct.

Section 11. Malpractice Insurance. During the entire term of this Agreement, and at CILS's own expense in whole, CILS shall ensure that each of its attorneys has malpractice insurance coverage in the minimum amount required by the State Bar of California. CILS shall provide proof of such insurance to ESCH upon request.

Section 12. Compliance with Applicable Laws. In the performance of services hereunder, CILS shall comply with all applicable laws of the State of California and the United States of America.

Section 13. Non-Discrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, national origin or ancestry, political affiliation, sex, sexual orientation, disability, marital status or family status in the provision of services hereunder to the individuals referred by ESCH to CILS.

Section 14. Amendment. This Agreement may be modified at any time by the mutual consent of the Parties. No amendment to this Agreement shall be effective unless it is made in writing and signed by both Parties. Any portion of this Agreement that is not specifically amended shall remain unchanged.

Section 15. Nondisclosure. All information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection by the Parties, their affiliates, employees and agents is confidential, and will not be disclosed to anyone other than on a need-to-know basis, and will be returned to the originating Party if this Agreement is terminated. The confidentiality provisions of this Section shall not apply to any disclosures made by either Party as required by law, by court order, or in connection with a subpoena served upon either Party; provided that Party shall provide the other with written notice before making any such disclosure.

Section 16. Notices. Either Party may give notice to the other Party by facsimile transmission with a confirmation telephone call, first class mail postage prepaid, personal delivery, express delivery by a delivery service such as Federal Express, or by electronic mail (email). Notice shall be deemed accomplished upon receipt, provided however that notice given by first class mail shall be deemed received

two (2) days after deposit in the U.S. mail, first class postage prepaid to addresses set forth below:

FOR ESCH: 587 Old Mammoth Rd. #4
P.O. Box 260
Mammoth Lakes, CA 93546
ATTN: Patricia Robertson, Executive Director
Email: Patricia@eschousing.org

FOR CILS: California Indian Legal Services
P.O. Box 1167
Sacramento, CA 95812
ATTN: Heather Hostler, Executive Director
Email: Hhostler@calindian.org
If notice sent by email, please also copy Mike Godbe, CILS Eastern Office
Directing Attorney: mgodbe@calindian.org

Section 17. Force Majeure. Neither Party shall be deemed to be in default under this Agreement where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; court order; or any other similar causes beyond the control of the Party whose performance is affected thereby. The Party whose performance is so affected shall make all reasonable efforts to remove such disability as soon as is reasonably possible.

Section 18. Binding Effect. This Agreement shall be binding on the Parties and their successors and assigns.

Section 19. No Waiver. No waiver of any provision of this Agreement shall be valid unless contained in writing signed by the Parties. Failure or delay by either Party to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision.

Section 20. Authority. The persons executing this Agreement on their organization's behalf represent and warrant that they have the proper authority to execute this Agreement.

Section 21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

EASTERN SIERRA COMMUNITY HOUSING

Date _____

Patricia Robertson, Executive Director

CALIFORNIA INDIAN LEGAL SERVICES

Date _____

Heather Hostler, Executive Director

EXHIBIT "A"
Scope of Services

ESCH seeks, and CILS agrees, to provide direct legal services to eligible recipients under one (1) or more of the grant programs administered by ESCH for the purposes of preventing displacement and/or homelessness of these individuals from their homes and communities. For the purposes of this Agreement, direct legal services include, but are not limited to, the following:

- Legal advice or counseling provided by a licensed attorney, or by a paralegal or law student under direct supervision of a licensed attorney;
- Rental assistance payments;
- Representation in administrative hearings or processes (such as Section 8 termination hearings or discrimination complaints to the California Civil Rights Department);
- Brief services, such as drafting demand letters, preparing legal documents, negotiating settlement agreements, and assistance for pro se litigants; and
- Full legal representation in an unlawful detainer action by a licensed attorney, or non-attorney where permitted by law.

Preventing displacement and/or homelessness includes, but is not limited to, addressing:

- Terminations of tenancies;
- Applications for or terminations of housing-related benefits;
- Rent increases;
- Habitability, maintenance and repairs;
- Permanent and temporary relocation assistance; and
- Harassment, retaliation and/or discrimination

CILS may provide direct legal services in-person, by telephone, or by electronic communication.

EXHIBIT “B”

Funding Sources and Eligibility Requirements

FUNDING SOURCE	AVAILABLE FUNDS	ELIGIBILITY CRITERIA
Mono County Department of Social Services (CDSS)	\$ 25,621.00	<p>Recipients of services must be residents of Mono County.</p> <p>CDSS funding originates from three funding allocations – Housing & Disability Advocacy Program (HDAP), Bringing Families Home (BFS), and Home Safe and Housing Support Program (HSP). Recipients of services must qualify for services under one or more of these programs as follows:</p> <p>HDAP</p> <ul style="list-style-type: none">• Targets individuals who are experiencing homelessness and are likely eligible for disability benefits• “Chronically homeless” and “homeless” are defined in accordance with 24 C.F.R. § 91.5.• Program should prioritize individuals or families experiencing chronic homelessness or homelessness and rely most heavily on government-funded services <p>BFS</p> <ul style="list-style-type: none">• Targets families involved with the child welfare system who are experiencing, or at risk of, experiencing homelessness• “Homelessness” is defined in Cal. Welfare and Institutions Code § 16523• Program should prioritize child-welfare involved families

		<p>who are literally homeless, followed by those who are at risk of imminently losing their housing</p> <p>HSP</p> <ul style="list-style-type: none"> Families in the CalWORKs program that are experiencing homelessness or are at risk of homelessness (i.e., experiencing housing instability) “Homelessness” is defined in Cal. Welfare and Institutions Code § 16523
	\$	
	\$	